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TRANSMITTAL FORM

(To be used for all correspondence
after initial filing)

| | |
|----------------------|---------------|
| Application Number | 09/801,196 |
| Filing Date | March 6, 2001 |
| First Named Inventor | Kai Wang |
| Group Art Unit | 1754 |
| Examiner Name | |
| Attorney Docket No. | 240083.509 |

TECH CENTER 1600/2900

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ENCLOSURES (check all that apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment/Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement; Form PTO-1449 <input type="checkbox"/> Cited References <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Response to Missing Parts under 37 C.F.R. 1.52 or 1.53 <input type="checkbox"/> Response to Missing Parts/Incomplete Application | <input type="checkbox"/> Assignment Papers (for an Application) <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Request for Corrected Filing Receipt <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation, Change of Correspondence Address <input type="checkbox"/> Declaration <input checked="" type="checkbox"/> Statement under 37 CFR 3.73(b) <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Small Entity Statement <input type="checkbox"/> Request for Refund | <input type="checkbox"/> CD(s), Number of CD(s) _____ <input type="checkbox"/> After Allowance Communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Return Receipt Postcard <input checked="" type="checkbox"/> Additional Enclosure(s) (please identify below): Copy of Assignment |
|---|---|--|

Remarks

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

| | | |
|-----------------|-----------------------|---|
| Individual Name | James M. Verna, Ph.D. | OCT 17 2001 PATENT TRADEMARK OFFICE TC 1750 |
| Signature | | |
| Date | October 9, 2001 | |

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on the date specified below.

| | | |
|-----------------------|----------------|-----------------------|
| Typed or printed name | Carol Williams | |
| Signature | | Date: October 9, 2001 |

PATENT



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#8
122

Applicants : Kai Wang, Ryan Smith, Mark Fajardo and Patrick Moss
Application No. : 09/801,196
Filed : March 6, 2001
For : A NOVEL MATRIX METALLOPROTEINASE (MMP-25)
EXPRESSED IN SKIN CELLS

Docket No. : 240083.509

Commissioner for Patents
Washington, DC 20231

OCT 17 2001
TC 1700

ELECTION UNDER 37 C.F.R. §§ 3.71 AND 3.73 AND POWER OF ATTORNEY

The undersigned, being Assignee of the entire interest in the above-identified application by virtue of an Assignment filed concurrently herewith, hereby elects, under 37 C.F.R. § 3.71, to prosecute the application to the exclusion of the inventor.

Assignee hereby appoints George C. Rondeau, Jr., Reg. No. 28,893; David H. Deits, Reg. No. 28,066; William O. Ferron, Jr., Reg. No. 30,633; Richard G. Sharkey, Reg. No. 32,629; David V. Carlson, Reg. No. 31,153; Karl R. Hermanns, Reg. No. 33,507; Michael J. Donohue, Reg. No. 35,859; Jane E. R. Potter, Reg. No. 33,332; Robert Iannucci, Reg. No. 33,514; Lorraine Linford, Reg. No. 35,939; David W. Parker, Reg. No. 37,414; E. Russell Tarleton, Reg. No. 31,800; Ellen M. Bierman, Reg. No. 38,079; Brian G. Bodine, Reg. No. 40,520; Robert M. Ward, Reg. No. 26,517; Frank Abramonte, Reg. No. 38,066; Kevin S. Costanza, Reg. No. 37,801; Stephen J. Rosenman, Reg. No. 43,058; Brian L. Johnson, Reg. No. 40,033; Susan D. Betcher, Reg. No. 43,498; William T. Christiansen, Reg. No. 44,614; Jeffrey C. Pepe, Reg. No. 46,985; Timothy L. Boller, Reg. No. 47,435; James M. Verna, Reg. No. 33,287; James A. Mesher, Reg. No. P-48,700; Mae J. Rosok, Reg. No. P-48,903; Dale R. Cook, Reg. No. 42,434; comprising the firm of Seed Intellectual Property Law Group PLLC, 701 Fifth Avenue, Suite 6300, Seattle, Washington 98104-7092, as its attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Please direct all telephone calls to James M. Verna, Ph.D. at (206) 622-4900 and telecopies to (206) 682-6031.

Please direct all communications to:

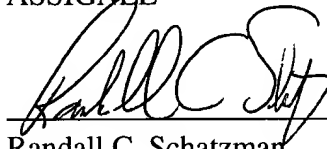
James M. Verna, Esq.
Seed Intellectual Property Law Group PLLC
701 Fifth Avenue, Suite 6300
Seattle, Washington 98104-7092

Pursuant to 37 C.F.R. § 3.73, the undersigned duly authorized designee of Assignee certifies that the evidentiary documents have been reviewed, specifically the Assignment to Darwin Molecular Corporation filed concurrently herewith for recording, a copy of which is attached hereto, and certifies that to the best of my knowledge and belief, title remains in the name of the Assignee.

Darwin Molecular Corporation
ASSIGNEE

10/02/01

DATE



Randall C. Schatzman
Vice President

Enclosure:
Copy of Assignment

(JMV:cew) #211143 240083.509

ASSIGNMENT

WHEREAS, we, Kai Wang, Ryan Smith, Mark Fajardo and Patrick Moss (hereinafter referred to as ASSIGNORS), having post office addresses of 5204 Somerset Drive Southeast, Bellevue, Washington 98006; 12526 Fremont Avenue North, Seattle, Washington 98133; 1124 Northeast 147th Street, Shoreline, Washington 98155 and 1850 North 163rd Street, Shoreline, Washington 98133, respectively, are the joint inventors of an invention entitled "A NOVEL MATRIX METALLOPROTEINASE (MMP-25) EXPRESSED IN SKIN CELLS," as described and claimed in the specification for which an application for United States letters patent was filed on March 6, 2001 and assigned Application No. 09/801,196. This application claims the benefit of Provisional Application No. 60/187,196 filed March 6, 2000.

WHEREAS, Darwin Molecular Corporation, (hereinafter referred to as ASSIGNEE), having a place of business at 1631 220th St. S.E., Bothell, WA 98021, is desirous of acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

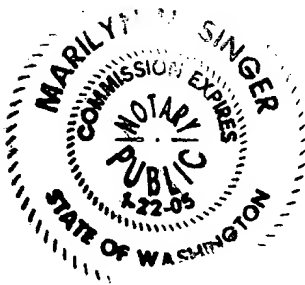
Oct 1, 2001
Date

Kai Wang
Kai Wang

State of Washington)
County of King)

ss.

I certify that I know or have satisfactory evidence that Kai Wang is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated Oct. 1, 2001

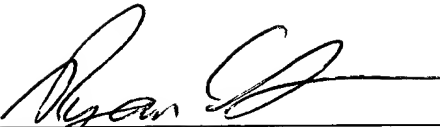
Signature of Notary Public Marilyn N. Singer

Printed Name Marilyn N. Singer

My appointment expires January 22, 2005

4.27.01

Date


Ryan Smith

State of Washington)

) ss.

County of King)

I certify that I know or have satisfactory evidence that Ryan Smith is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated September 27, 2001

Signature of Notary Public Marilyn N. Singer

Printed Name Marilyn N. Singer

My appointment expires January 22, 2005

09/28/01
Date

Mark Fajardo
Mark Fajardo (now deceased)
By Randall C. Schatzman, a duly authorized Officer
of Celltech R&D, Inc., which is a successor in
interest to Chiroscience R&D, Inc., pursuant to the
attached employment agreement at paragraph 5 of
Exhibit 1.

State of Washington)
County of _____)

ss.

I certify that I know or have satisfactory evidence that Randall C. Schatzman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated September 28, 2001
Signature of Marilyn N. Singer
Notary Public
Printed Name Marilyn N. Singer
My appointment expires January 22, 2005

9/27/01
Date

Patrick Moss
Patrick Moss

State of Washington)

) ss.

County of King)

I certify that I know or have satisfactory evidence that Patrick Moss is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated September 27, 2001

Signature of Notary Public Marilyn N. Singer

Printed Name Marilyn N. Singer

My appointment expires January 22, 2005

(JMV:cew) #210988 240083.509

**CONSENT TO ASSIGNMENT OF
AND
AGREEMENT TO AMEND
INVENTION AND PROPRIETARY INFORMATION AGREEMENT**

Whereas, the undersigned employee ("Employee") entered into an Invention and Proprietary Information Agreement (the "Agreement") in connection with Employee's employment by Darwin Molecular Corporation, a Delaware corporation ("Darwin"), a copy of which is attached hereto as Exhibit A;

Whereas, as part of a corporate reorganization, effective March 1, 1998 Darwin established a wholly-owned subsidiary known as Chiroscience R & D, Inc., a Delaware Corporation ("Chiroscience"), whose purposes include conducting certain of the business operations previously undertaken by Darwin;

Whereas, effective March 1, 1998, as part of the foregoing-described corporate reorganization, certain assets and liabilities of Darwin were transferred to Chiroscience, including all rights and obligations arising out of the Agreement and the employment relationship between Employee and Darwin;

Whereas, paragraph 10 of the Agreement expressly provides that the Agreement shall be for the benefit of Darwin's successors and assigns; and

Whereas, Employee and Chiroscience desire to continue the employment relationship first begun between Employee and Darwin with Chiroscience acting as the successor employer to Darwin effective March 1, 1998.

Now, therefore, Employee and Chiroscience hereby agree, pursuant to this Consent to Assignment of and Agreement to Amend Invention and Proprietary Information Agreement (this "Amended Agreement") as follows:

1. All capitalized terms not otherwise defined herein, shall have the same meanings as defined in the Agreement.

2. Employee acknowledges that Employee has been notified of and, to the extent required by law, does hereby consent to the assignment as of March 1, 1998 by Darwin to Chiroscience of all rights, duties and obligations of Darwin arising under the Agreement.

3. Employee acknowledges that Employee has been notified of and, to the extent required by law, does hereby consent to the assignment by Darwin to Chiroscience of all rights, duties and obligations of Darwin arising out of the employment relationship between Employee and Darwin as it existed on March 1, 1998.

4. Employee and Chiroscience agree that effective March 1, 1998, the Agreement is amended as follows:

Wherever Darwin Molecular Corporation appears in the Agreement, it shall be replaced by Chiroscience R & D, Inc., a Delaware corporation, and the term "Company" as used in the Agreement shall be interpreted to mean Chiroscience R & D, Inc., a Delaware corporation.

5. Employee and Chiroscience agree that effective March 1, 1998, paragraph 4 of the Agreement is deleted in its entirety and replaced as follows:

4. During or after my employment, upon the Company's request and at the Company's expense, I will execute all papers in a timely manner and do all acts necessary to apply for, secure, maintain, defend or enforce patents, copyrights and any other legal rights in the United States and foreign countries in Inventions and Proprietary Information covered by Paragraphs 2 and 3, and I will execute all papers and do any and all acts necessary to assign and transfer to the Company or any person or party to whom the Company is obligated to assign its rights, my entire right, title and interest in and to such Inventions and Proprietary Information. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact to act for me, and in my behalf, to execute and process any such papers and to do all other lawful acts to further the intent of this Paragraph 4. Effective March 1, 1998, I hereby assign and transfer to Darwin Discovery Limited, a corporation organized and existing under the laws of England, a member of the Chiroscience Group of companies, and an affiliate of the Company, my entire right, title and interest in and to all Inventions and Proprietary Information.

6. Employee hereby represents that all representations made in connection with the Agreement, including those made pursuant to paragraph 5 of the Agreement, are true and accurate as of the effective date of this Amended Agreement.

7. Except as otherwise expressly agreed herein, the Agreement shall remain in full force and effect.

I HAVE READ AND FULLY UNDERSTAND THE FOREGOING.

Employee

Mark A. Fajardo

Print Name:

12/21/98

Date

Chiroscience R & D, Inc.

By:

Linda J. Nyari

Name: Linda J. Nyari

Title: Vice President & General Counsel

Date: 04/28/99

DARWIN MOLECULAR CORPORATION
INVENTION AND PROPRIETARY INFORMATION
AGREEMENT

In an effort to define and clarify my rights and obligations as an employee and the rights and obligations of Darwin Molecular Corporation and any of its subsidiaries and affiliates to which its employees are assigned (the "Company") and *MARK A. FAJARDO*

In recognition of the importance of confidential information, trade secrets and inventions to the Company and

In consideration of my employment by the Company, any opportunities for advancement or reassignment that the Company may from time to time offer me, the compensation paid to me in connection with such employment and any stock and/or stock options which have been or may be granted to me by the Company,

I agree as follows:

1. For purposes of this Agreement the terms:
 - (a) "Inventions" means discoveries, developments, designs, improvements, inventions and works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new machine, article of manufacture, biological material, method, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon and
 - (b) "Proprietary Information" means information and materials (biological, chemical or otherwise) not generally known or available outside the Company and information and materials entrusted to the Company by third parties. This includes, but is not limited to, trade secrets, confidential knowledge, ideas, source and object codes, biological materials such as nucleic acids, proteins, organisms, cell lines, antibodies or antigen source materials, or fragments thereof, chemical materials such as compounds or reagents, information about chemical or biological materials such as structural formulae or processes creating, utilizing or otherwise involving such materials and information which may relate, for example, to Inventions, research, development, manufacturing, business plans, personnel, purchasing, financial data, marketing or selling. Proprietary Information may include or may be contained in material such as drawings, samples, prototypes, data, procedures, specifications, reports, studies, customer or supplier lists, budgets, cost or price lists, compilations or computer programs, or may be in the nature of unwritten knowledge or know-how.
2. All Proprietary Information which is made available to me or which I conceive, create, develop, reduce to practice, or compile, either alone or with others, during the term of my employment shall be the exclusive property of the Company. I will preserve in confidence and will not disclose or use, either during or after the term of my employment, any Proprietary Information, except as required in my work for the Company or as authorized in writing by the Company. With respect to Proprietary

Information received by the Company from a third party, I will abide by any additional terms and conditions (including limitations on use) imposed upon the Company by the third party of which I am aware. Upon termination of my employment or upon request, I will deliver to the Company all forms of materials in my possession which contain or embody any Proprietary Information. In my work for the Company, I will refrain from unauthorized use of information belonging to my former employers or other third parties.

3. I hereby assign to the Company my entire right, title and interest in and to all Inventions which I conceive, create, develop or reduce to practice, either alone or with others, during the term of my employment. I will promptly and fully disclose to the Company any such Inventions.

NOTICE REQUIRED BY REVISED CODE OF WASHINGTON 49.44.140: Any assignment of Inventions required by this Agreement does not apply to an Invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on the employee's own time, unless (a) the Invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the Invention results from any work performed by the employee for the Company.

4. During or after my employment, upon the Company's request and at the Company's expense, I will execute all papers in a timely manner and do all acts necessary to apply for, secure, maintain, defend or enforce patents, copyrights and any other legal rights in the United States and foreign countries in Inventions and Proprietary Information covered by Paragraphs 2 and 3, and I will execute all papers and do any and all acts necessary to assign and transfer to the Company or any person or party to whom the Company is obligated to assign its rights, my entire right, title and interest in and to such Inventions and Proprietary Information. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact to act for me, and in my behalf, to execute and process any such papers and to do all other lawful acts to further the intent of this Paragraph 4.
5. I have prepared and attached hereto a list of all Inventions, patent applications and patents conceived, created, developed or reduced to practice by me or with others prior to my employment with the Company, which are subject to prior agreements or which I desire to exclude from this Agreement, or if no such list is attached, I hereby represent and warrant that there are no such Inventions, patent applications or patents. If in the course of my employment with the Company, I use or incorporate into a product or process an Invention not covered by Paragraph 3 of this Agreement in which I have an interest, the Company is hereby granted an exclusive, fully paid-up, royalty-free, perpetual, worldwide license of my interest (with right to sublicense) to make, have made, use and sell such Invention without restriction.
6. During the term of my employment and for one (1) year thereafter, I will not, for my benefit or the benefit of others without the Company's written consent (a) engage in research or development with respect to the same or similar projects on which I was performing research or development for the Company or (b) directly or indirectly be employed or involved with any business unit developing or exploiting any products or services that are competitive with products or services (i) being developed or exploited by the Company during my employment and (ii) on which I worked or about which I learned Proprietary Information during my employment with the Company.

7. During the term of my employment and for one (1) year thereafter, I will not personally or through others recruit, solicit or induce in any way any employee, advisor or consultant of the Company to terminate his or her relationship with the Company or to engage in activities competitive with the Company.
8. I acknowledge that any violation of this Agreement by me will cause irreparable injury to the Company and I agree that the Company will be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.
9. I agree and understand that nothing in this Agreement will confer any right with respect to continuation of my employment by the Company, nor will it interfere with the Company's right to terminate my employment at any time.
10. The obligations of this Agreement will continue beyond the termination of my employment and will be binding on my heirs, assigns and legal representatives. If any obligation herein is held to be too broad to be enforced, it will be construed to be enforceable only to the full extent permitted by law. This Agreement is for the benefit of the Company, its successors and assigns (including all present and future subsidiaries, affiliates, joint ventures and associated companies) and is not conditioned on my employment for any period of time or compensation therefor. This Agreement will be governed by and construed in accordance with the laws of the state of Washington (regardless of its choice-of-law provisions).

I HAVE READ AND FULLY UNDERSTOOD THIS AGREEMENT.

Mark P. Fajardo
Signature of Employee

MARK A. FAJARDO
Name of Employee (Please Print)

1 - 9 - 97
Date

Inventions listed on attached: ☒ Yes ☐ No MSF
12/1/98

Lily Okimoto
Signature of Witness for
Darwin Molecular Corporation

Jennifer Okimoto
Name of Witness (Please Print)